UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/385,394	08/30/1999	JOHN S. YATES JR.	30585/3	9093

7590   03/27/2003

DAVID E BOUNDY ESQ
SCHULTE ROTH & ZABEL
919 THIRD AVENUE
NEW YORK, NY   10022

EXAMINER
ELLIS, RICHARD L

ART UNIT	PAPER NUMBER
2183	#17

DATE MAILED: 03/27/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

PTO-90C (Rev. 07-01)

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	17

DATE MAILED:

INTERVIEW SUMMARY

All participants (applicant, applicant's representative, PTO personnel):

(1) Richard Ellis

(2) David Boundy

(3) ———

(4) ———

Date of Interview 3/18/2003

Type: ☑ Telephonic ☐ Televideo Conference ☐ Personal (copy is given to ☐ applicant ☐ applicant's representative).

Exhibit shown or demonstration conducted: ☐ Yes ☑ No If yes, brief description:_____

Agreement ☐ was reached. ☑ was not reached.

Claim(s) discussed: 22 & 104,

Identification of prior art discussed: Richter et al. (5,481,684) of record. ——

Description of the general nature of what was agreed to if an agreement was reached, or any other comments: See attached for summary.

(A fuller description, if necessary, and a copy of the amendments, if available, which the examiner agreed would render the claims allowable must be attached. Also, where no copy of the amendments which would render the claims allowable is available, a summary thereof must be attached.)

☑ It is not necessary for applicant to provide a separate record of the substance of the interview.

Unless the paragraph above has been checked to indicate to the contrary. A FORMAL WRITTEN REPLY TO THE LAST OFFICE ACTION IS NOT WAIVED AND MUST INCLUDE THE SUBSTANCE OF THE INTERVIEW. (See MPEP Section 713.04). If a reply to the last Office action has are ready been filed, APPLICANT IS GIVEN ONE MONTH FROM THIS INTERVIEW DATE TO FILE A STATEMENT OF THE SUBSTANCE OF THE INTERVIEW.

Examiner Note: You must sign this form unless it is an attachment to another form.

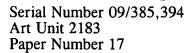FORM PTOL-413 (REV. 2-98)

Summary of March 18, 2003 interview and subsequent discussions.

1.　　　　In an telephonic interview conducted March 18, 2003 between Examiner Ellis and Mr. Boundy (representative for applicant) claims 22 and 104 were discussed.

A)　　As to claim 104, applicant argued that the word "necessarily" when read in the claim context of "indicator elements enforcing a requirement that the memory regions be necessarily disjoint" meant that the term "necessarily" must be interpreted as meaning "must". During the telephone interview the examiner pointed to the secondary meaning of "necessarily" from *Webster's Ninth New Collegiate Dictionary*, Merriam-Webster, Inc. 1990, stating "2: as a logical result or consequence" as indicating that applying a meaning of "must" to the claimed usage of "necessarily" was not required by the second definition. The examiner and applicant's representative agreed to disagree on this point during the discussion.

　　　　Subsequent to the interview, applicant emailed (email dated Tuesday, March 18, 2003 4:16PM [email-1]) the Examiner with a further point of discussion which was not brought forth in the telephone conversation. See the attached email for the specifics of applicant's further point. As set forth in the Examiner's response (email dated Wednesday, March 19, 2003 6:20PM [email-2]) this further point of discussion was convincing and that the phrase "indicator elements enforcing a requirement that the memory regions be necessarily disjoint" in the claim language, even when using the Webster's second meaning of "necessarily" relied upon by the Examiner, would result in the claim stating that the memory regions must be disjoint as argued by Applicant. Accordingly, the Examiner indicated willingness to withdraw the rejection of claim 104 in view of Richter.

B)　　As to claim 22, Applicant argued that the system of the Richter reference and applicant's invention operated in two different and incompatible manners. Applicant argued that there was no teaching within the Richter reference of the claimed "altering the data storage content". The Examiner referred Applicant to col. 9 lines 18-26 of Richter as the teaching of the claimed "altering the data storage content". Specifically, Applicant argued that the claimed "altering ... data storage content" was different from Richter's manner of operation. After

some discussion the Examiner was of the understanding that Applicant's manner of "altering" was that the Applicant's system operated in a manner wherein the alteration was one of physically changing memory values stored in memory in one "data storage convention" into memory values stored the same memory location only stored in a second, different, "data storage convention". The Examiner indicated that based upon his examination of the application, he had not been instructed by Applicant's disclosure that applicant's system operated in this mode of physically changing memory values stored in memory as the claimed "altering ... data storage content". The Examiner additionally indicated that the claim language was not sufficiently narrow so as to only encompass Applicant's manner of "alteration" and was instead sufficiently broad enough to also encompass Richter's disclosed accessing of memory in big-endian or little-endian mode in order to convert data from one mode (little-endian) into the other mode (big-endian). The Examiner and Applicant also agreed to disagree, and Applicant requested that if the Examiner had any ideas for claim language changes to better claim the Applicant's method of operation that Applicant would entertain the suggestions.

In a subsequent email from Applicant (email-1), Applicant renewed the request for claim language suggestions from the interview. In the Examiner's reply email (email-2), due to the fact that a waiver of secrecy had not been entered into the application, the Examiner's response was intentionally vague so as not to reveal confidential material as required by 35 USC § 122, 181, and 368. Additionally, the Examiner asked for some citation to the specification for support of this newly indicated mode of operation where the actual memory values stored in memory are modified as per Applicant's intended meaning of the claim language of claim 22. See the attached email response (email-2) for details of the Examiner's response.

2.   Subsequent to the Examiner's email response (email-2), Applicant left the Examiner a follow up voice mail on Thursday March 20, 2003 3:25pm stating that the Examiner's suggestion for claim 22 modification in Applicant's opinion modified the claim in ways

applicant did not intend and that even by adding "overwriting" the claim would still rely on the

term "data storage contents". Applicant argued specifically "can the word data storage

contents fairly be read to include changing an access mode where the contents of the memory

chips remains the same" and referred to Richter col 5 line 23-31 as showing that Richter was

utilizing the word "contents" in a manner consistent with Applicant's use in the claims.

Additionally, in response to the Examiner's request for citation of support from the

specification, applicant pointed to sections 3 and 4 on pages 47-75, and specifically to the

discussion beginning on page 52 of the specification.

3.   Subsequent to Applicant's voice mail message of Thursday March 20, 2003 3:25pm,

the Examiner placed a call to Applicant, and by chance, was forwarded to Applicant's voice

mail. This was Thursday March 20, 2003 at approximately 5:30-6:00pm. In the voice mail

message that the Examiner left for Applicant, the following points were presented:

A)   That Richter at col. 5 lines 23-27 read: "A memory cycle is run at this address
to fetch the contents of the interrupt descriptor table entry number at 48 hex, and the
contents are stored in the processor."

B)   That the above quoted sentence from Richter indicates that Richter was referring
to the contents as being <u>fetched</u> and also refers to the contents as being <u>stored in the
processor</u>. Therefore Richter has used "the content" to refer to both the value stored in
memory, and the value stored in the destination processor register.

C)   It was then pointed out that the claim language states: "the data storage content
of the computer". Applicant was advised that the claim recites the content of <u>the
computer</u>. The <u>computer</u> is sufficiently broad so as to encompass the memory as well
as the internal processor registers, as both form part of <u>the</u> <u>computer</u>.

D)   Then it was pointed out that Richter at col. 9 lines 17-27 states that data in
memory may be stored in one of two data storage contexts, big-endian or little-endian.
And that this section of Richter also states that the processor works by reading a value
stored in memory as either a little-endian or a big-endian context in such a way that the
processor will see the same data value internally no matter what differing order is used
for storage of that value in memory.

E)   Therefore, given that the claimed "the computer" is sufficiently broad so as to
encompass both memory and internal processor registers, and given that Richter at col.
9 states that the processor will see the same value in a processor register no matter the
memory representation of that value, that Richter has in fact "altered the data storage
content" of "the computer". I.e., the same value is stored in a processor register, even
though different representations of that value (big-endian or little-endian) are stored in
memory. Therefore, "the computers" "content" has been altered.

Ellis, Richard

From: David.Boundy@srz.com
Sent: Tuesday, March 18, 2003 4:16 PM
To: richard.ellis@uspto.gov
Subject: "necessarily"

Thanks for the interview.

    1. It was very reassuring to reach the understanding that we both read Richter '684 the same way. I look forward to your suggestion for improved claim language, or agreement that the existing language is limited in the manner we discussed.

    2. Even under your view of "necessarily" (claim 104), would the claim language:

"hardware structure ... enforcing a requirement that the memory regions be necessarily disjoint"

bear any "broadest reasonable interpretation" any broader than

"the memory regions being disjoint 'as a logical result or consequence' of a requirement enforced by a hardware structure?"

And under that interpretation, would it not be the case that hardware that provides a permissive option to create overlapping regions would necessarily fall outside the claim language?

Thanks for your consideration.

David Boundy

NOTICE

This e-mail message is intended only for the named recipient(s) above. It may contain confidential information that is privileged or that constitutes attorney work product. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this e-mail and any attachment(s) is strictly prohibited. If you have received this e-mail in error, please immediately notify the sender by replying to this e-mail and delete the message and any attachment(s) from your system. Thank you.

email-1

Ellis, Richard

From: Ellis, Richard
Sent: Wednesday, March 19, 2003 6:20 PM
To: 'David.Boundy@srz.com'
Subject: RE: "necessarily"

-----Original Message-----
From: David.Boundy@srz.com [mailto:David.Boundy@srz.com]
Sent: Tuesday, March 18, 2003 4:16 PM
To: richard.ellis@uspto.gov
Subject: "necessarily"

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2. Even under your view of "necessarily" (claim 104), would the claim language:

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bear any "broadest reasonable interpretation" any broader than

"the memory regions being disjoint 'as a logical result or consequence' of a requirement enforced by a hardware structure?"

And under that interpretation, would it not be the case that hardware that provides a permissive option to create overlapping regions would necessarily fall outside the claim language?

Thanks for your consideration.

David Boundy

NOTICE

[Ellis, Richard] Point 1: Because there has not been a wavier of secrecy filed in this application, I am barred from inserting actual claim language into this email. As such this email will be very vague as to specifics regarding suggestions. My understanding from our discussion yesterday was

that your system was operating in an overwriting mode where the data was overwritten. So my suggestion would involve at least the words "original data" and "overwrite"/"overwriting".

In regards to this aspect, given that my understanding of the operation of your system was so very different from what you communicated to me as the actual operation of the system, I spent some time looking at the specification. I was unable to locate specific instances of language in the specification which would support this new mode of operation of the system. The instances I was able to find which discussed the aspects related to the operation of the claim of point 1 all indicated to me that the specification was describing a system which operated in the same manner as that disclosed by the reference. I will admit that due to it's great length that you very well may have support in the specification for this new mode of operation, but so far, I was unable to locate that support in the time I had available to look at the specification. Since I assume you may have the specification in electronic form, it will be easier for you to locate the supporting language for this new operational mode. Therefore, I would suggest that any amendment attempting to insert clarifying language into this or any other claim for this new operational mode also provide references to the supporting disclosure within the specification to avoid any potential new issues regarding enablement.

Point 2: Your arguments for this point are convincing in that even given my reading of the meaning of necessarily, the surrounding claim language would lead to the interpretation you have stated above. Therefore, in regards to this claim (104) I would be willing to withdraw the rejection of the claim in view of the Richter reference.

3/24/03